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No. (3) 08-353

Supreme Court, U.S.
FILED
OCT 2 8 2008
OFFICE OF THE CLERK

IN THE

Supreme Court of the United States

VAN LOCKWOOD,
3rd Party Standing,

Petitioners

vs.

JERE BEASLEY,
J. GREGG ALLEN,
WILLIAM G. O'REAR,

Respondents

Petition For a Writ of Certiorari
Judges Birch, Dubina, and Barkett
To The Eleventh Circuit Court of Appeal, Atlanta, Georgia

Judge U.W. Clemon
The United States District Court,
Northern District of Alabama

PETITION FOR A WRIT OF CERTIORARI

SUPPLEMENTAL BRIEF APPURTENANCE TO THE PETITIONER'S LOWER COURT(S) RECORD EXCERPTS, EVIDENCE SUBMISSIONS TO CONSOLIDATE WITH HIS MOTION ON 8" X 11 1/2" MOTION TO STAY PENDING THE APPLICATION FOR A WRIT OF CERTIORARI OR ON THE ALTERNATIVE SEEKS CERTIORARI

IN THE SUPREME COURT
OF THE UNITED STATES

VAN LOCKWOOD,
3rd PARTY STANDING,

Petitioner,

vs.

JERE BEASLEY,
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Case No. 08-353

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Comes now, the Petitioner, Van Lockwood requests that the United States Supreme Court grant the Motion To Stay Pending The Application For A Writ Of Certiorari and consolidate lower Court(s) record excerpts advanced by Petitioner. Van Lockwood's motion was filed May 21, 2008 pursuant to jurisdiction of the United States Supreme Court's Rule

23.3, **Stay**; this Court has jurisdiction over the Eleventh Circuit Court and the United States District Court, Alabama to bring relief sought October 1st, October 19th October 25th, and October 26th, 2007.

Consequently, the latter motion filed on May 12, 2008 is in hopes of getting the Eleventh Circuit Court and District Court to pay attention to the October's 2007 Motions To Stay in the District Court, because of clerks errors or direct alterations of the truth of what really happened; in fact falls within the FRAP 10(e)(1) is for notices or fair gains and reasons why this case should be remanded or granted certiorari, i.e., should be granted certiorari in favor of the Petitioner is the relief, the Petitioner, Van Lockwood seeks from the U.S. Supreme Court in this motion or on the alternative in my forty (40) petitions seeking relief from both lower Courts.

EXAMPLE:

Filed prior to my Motion To Stay Cert., even before the latter May 12, 2008 Motion To Stay A Writ Of Certiorari in the Eleventh Circuit Court. The contingent **relief sought** is pursuant to Rules FRAP 10(e)(1) errors and timely early disputes, alterations of documents prior to and on October 1, 2007 was deemed as issues at District Court, "thereafter," on October 19, 2007 and October 25, 2007, (The Eleventh Circuit Court of Appeals) and October 26, 2007, (District Court), Lockwood provided proof receipts and notices with evidences of these mistakes to include live tape recordings on the docket sheet 1405 U.W.C. District Court..

[HERE] the rules of law purports on .... the

records on appeal where difference arises about whether the records truly disclosed what occurred in the District Court that would have a propounded effect on the difference that must be submitted to and settled by "that Court" (District) and the records must have conformed accordingly; "it has not." I ask that this case be sent back to the District Court where issues of docket fees, documents missing, issues of Court transcripts, and other alterations are challenged timely by Van Lockwood should be to held in abeyance by The Eleventh Circuit Court of Appeal, Atlanta, Georgia until such issues were corrected by "that Court" in Birmingham, Alabama, United States District Court, N.D.

This court has jurisdiction as pursuant to Rule 23.3, Stays, and USC Section 210(F), United States Supreme Court Rule 23.2 in the interest of justice. The law purports: "a party to a judgement sought to be reviewed may be presented to a justice, an application to stay the enforcement of that judgement." (Law). The Eleventh Circuit Court has ruled on December 17, 2007 that Lockwood's appeal was not filed until October 10, 2007, when in fact, it was truly filed October 1, 2007 per say law. On February 17, 2008 in a second order, it rested without applying Rules FRAP 10(e)(1), i.e., the Eleventh Circuit Court did not allow October's motion(s) filed in lower Court to be answered neither did the Eleventh Circuit Court of Appeal allow the relief Van Lockwood sought to be answered after having filed said notices/motions pursuant to the United States Rule 23.2 and Rule 23.3, Stay.

[Thereafter] Van Lockwood must now ask this

Court to grant the relief he has been seeking since October 1, 2007. [Since] no other lower Court has allowed proper relief, this United States Supreme Court would allow simple reasonable opportunities to put a halt to this injustice and disregard of the rules, and the only method available to Lockwood was to get the lower Courts attention by waiving red flags in the eyes of injustice to stop the process and correct the records, FRAP 10(e)(1); which so clearly provides this kind of cessation.

Restatements of my reliefs sought are to remand the case back to the District Court, Alabama (does not harm the Respondents, but it does harm the Petitioner, Lockwood); if no one enforces the laws and regulations advanced by Lockwood for relief or to grant of certiorari. I would prefer certiorari, but given the fact that this Court only hears one percent (1 %) of the U.S. Nation's Cases, returning this case with instructions to the lower Court will be justice for all. There were never any objections of record by the Respondents and they did not write on paper how they would be harmed or treated unfairly by these motions or requests for corrections.

Since this is a personal injury poisoned case, a non-class action multiple litigants suit to which Van Lockwood gave standing the entire case as to why this case affects positively other Circuit Courts within our U.S. Nation's states on 3rd Party Standing[1] *.....the claims administrator was never licensed to practice law in Alabama.* See: Alabama Bar Verification - noncertifications of *Julius LaVonne Chambers* was never a lawyer in Alabama. See: Proof in Petitioner's Evidence Appendix Page 109a @ the rear of this brief. *Mr. Julius*

Chambers in Case Number: 1:01-CV-1407-UWC @ (Doc. 219) was never a lawyer, but appointed by Judge U.W. Clemon as the *claims administrator*. (Proof is provided.) See: Record Evidence Submitted As A Supplemental Appendix 109a also, See: Supplemental Appendixes In The Initial Petition, Pages 105a and Appendix 106a Check Number: 007517 issued by *Julius LaVonne Chambers*.

The case should be overturned because of fraudulent misrepresentation, to which we get fraud in the factum and fraud in the inducement. Accordingly, perhaps, if the initial claims administrator in these legal proceedings that lead to the inducement on instruments that caused injuries to third party Plaintiffs that this lawsuit represents should be overturned in a second instance of thoughts, because this claims administrator never intended to release any Plaintiff on these FIVE HUNDRED DOLLARS ($500.00) advancement checks. But the use of any strong language auxiliary verbs, like "must," is a misleading action of the bearing facts; it absorbs the active liberty of one's right to make a choice, such as, "We the People", example, in

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[1]**See Appendix 110a documents relating to the overbreadth doctrine, which infringes upon free speech on First Amendment grounds that Julius LaVonne Chambers, Claims Administrator, and the entire administration was too controlling and has a chilling effect on free speech, i.e., *you MUST cash or deposit your check* policy.., *in order to get more money* was induced by implications to injury(s); to which Edgar Gentle knew there were checks out there without release on them... at (Doc. 9 of Gentle's aff.), March 29, 2006 order of Judge U.W. Clemon, - dismissing Lockwood's case. See: Petitioner's Supplemental Appendixes L/M, District Court Order(s), also April 27, 2006.**

Lochner v. New York, it held that state maximum hour laws violated "freedom of contract"; under the U.S. Contract Clause which allows Van Lockwood and William G. O'rear to make contract any way they would like except for illegal purposes.

Lockwood and O'rear manifested a contract, an option contract based upon conditioned modifiers. It is executory and contingent upon some future condition that must be had or realized before a lien could be removed. But his employers, Beasley-Allen (B-A), after the fact do not like the results that Attorney William G. O'rear has bounded them. So, the question to this Honorable Court of Justices, when was William G. O'rear bounded on the forbearance? Now .... there is more than one answer. He was bounded on March 7, 2002; May 23, 2002, he consented; on May 29, 2002, I accepted his consent, but he was really bounded on what the United States Congress calls causation to injury in facts to Plaintiff. When Lockwood finally took the blood test, he met the qualifications that resulted into causation in facts which was based on unilateral completion to which this case is over. Van Lockwood has an imperial interest of great importance to the public and invoked third party standing; Van Lockwood also has lien against the entire would-be settlement and invoked third party standing on other issues in this case. See: Appendix Page 110a. Here again, at Appendix 109a, *Julius L. Chambers* @ (Doc. 219 and Doc. 224) states that *he* is an attorney, appointed claims administrator. I have a right to know who *he* is and what *he* has done with ***my money and the money of other third party standing Plaintiffs,*** i.e., there should be an accounting...

Lockwood has standing because he never signed his rights away for the record "but" actually preserved all rights at the time of contracting March 7, 2002, - a foreseeable Plaintiff indeed... See: Page 84a in the petition. The Judge U.W. Clemon in his 8/31/07 final order writes about the Defendants, infra, @ the Petitioner's Appendix H, Page 26a, Paragraph Three (3), the Court purports in 3:

> **3. As a matter of law, the law firms which represented the Plaintiffs in the Tolbert litigation, including the Plaintiff in the instant case, were entitled to $135 Million as fees, rather than the $120 Million which they actually received.**

COMES NOW!, to this Honorable United States Supreme Court (Justices)

Dear Justices .....

In law, we hold that you may give away all or less than what you have, but you cannot give away more than what you have. The difference in this instance is $15 Million Dollars to which Van Lockwood, 3rd Party Standing maintains a lien on that [five percent] (5%), **for the record**. The only response to which the offeree and offeror could be realized was on the hold; whole would-be undiscovered settlement amount, i.e., through negotiations which is a known condition modifier of forebearance. Since Defendants-Respondents never attempted to meet the stated conditions by filling in the parenthasis (%) @ the Petitioner's Appendix Page 84a, which is the consideration and only earmark forthright and affronts the offeree and offerer, to

which there are not any remaining issues in the case to which Rspondents have met the legal waiver that foreclosed any legal dispute. For the Record.

In law, we recognize forebearances as legal consideration given, aka detrimental reliance to which Lockwood survives on revival and is worthy of prevailing on this case as a matter of law and principles of fairness; to which summary judgement should be reversed and overturned to favor the Petitioner for the record. As a matter of law, Lockwood should prevail on remedies, modifications, forbearances, detrimental reliances, course of performances, sometimes referred to as unilateral completion by the offeree. It is too late to revocate; our laws teach us the offerors may revive an offer, but they may not revoke an offer after the offeree has accepted May 29, 2002 @ Pg. 90a. No new consideration was needed because the offeror, employee or agent knew of the offeree's March 7, 2002 intent and mere inquiry, and it was put under his advisement to which Lockwood did not need to call or contact his employer to see if Attorney William G. O'rear, Jr. needed B-A's consent, collectively known as Beasley and Allen herein and above. O'rear gave consent and consideration when he wrote to Van Lockwood on May 23, 2002. See: Appendixes Pages 90a and 91a. See the undersigned signatures and initials of Attorney William G. O'rear, May 23, 2002 and Dr.Van Lockwood's execution into law a valid enforceable agreement, thereto Appendix J. Page 84a bringing into law the only method by which the United States Contract Clause will constitutionally support, i.e., a party's rights to make contract any way they like.

It would be unfair to have such a contract between, "We the People" and/or third party standings, and it is not enforced by the Court. **This right extends to every American that would like to have some autonomy, and rights of inspecting a fish before they buy it still swimming in the waters is consequently dumb, outdated, unforseeable for the Plaintiff, and unwise.** As for 3rd party standing, "We the People" must have some rights to freely make contracts or to negotiate a more perfect union of justice. We invoke the living constitution through discovery of the framer's good intent. We reach a more perfect union by actively standing on grounds of free will without conforming to old habits.

Under the Uniform Partnership Act (U.P.A.), Beasley and Allen (B-A) can seek contribution and indemnification under Agency and Partnership laws and as for Respondeat Superior, we respectfully say to the challenged District Court order, 8/31/07 to the deemed Honorable Court of U.W. Clemon, William G. O'rear @ P. 0. Box 4160, 284 Commerce Street, Montgomery, Alabama **O'rear has inherent authority, apparent authority, and he is the exclusive agency with rights to have bounded himself and his employers**. See: (Appendix 112a) in the rear of this brief. In a true construction of our laws, the August 31, 2007, District Court Order is an unjust misfit of general laws and rules because William G. O'rear is an attorney. He is held to a higher standard with his employer, B-A. O'rear holds a license to practice law in Alabama; "in law we say, O'rear is coupled with both inherent and apparent authority." He is an exclusive agent of the law firm

and no one needs to hold his hand as the Judge Clemon's Court implied.

Lockwood and O'rear represents the first level of communication and meeting of the minds to which O'rear has never denied, otherwise this agreement, ... remember what O'rear told us May 23, 2002, he stated in his own writings that he evaluated is the modification and consideration that was not limited to detrimental reliance, which as a matter of law, is a foreseeable expectation that favors the petitioner and does not favor the Respondents.. It has now been nearly seven (7) long years,. . . and at no time in these legal proceedings did Attorney O'rear contest or retract our [U. S. Constitution Contract Clause Agreement], and no one else under the 14th or 5th U.S. Amendments should abridge us; this also includes the Federal Courts or the State; not limited to private extrinsic persons or attorneys who volunteer to abridged these rights of "We the People"; such rights vest with this United States Supreme Court, we find in **Lochner v. New York** (over the dissent of Justice Oliver Wendell Holmes). The District Court order violated [Freedom of Contracts]. The District Court Judge would like to become a witness in the case, and to do so would be abusive, even "under the rules of contract constructions" (guidance of the Court), the District Court would be abusive of Principles and Agency Rules and the United States Contract Clause. Since William O'rear never disputed the said executions he made with Lockwood on these four (4) corners of an integrated memo completion. In law, we say no extrinsic paroled evidence can be permitted in... invoking the evidence rules. This case like (**Lochner**) should have been over; may the Supreme

Court overturn this case in fair justice on the rules of law, so that I do not need to keep going back and forth to the District and Circuit Courts; so that it does not become a further burden on this foreseeable Plaintiff that could last 8-10 years before relief is granted. Thank you.

I would like to reemphasize that Appendix 110a third party standing documents surrounding these pre-gifts of $500.00, free to all, erodes the rule of law on Plaintiff's rights. The U.S. Congress allowed the legal consideration of injury to causation in fact as standings; mere application or participation does not meet the legal requirements. No blood tests were given before advancing $500.00 gifts. Accordingly, nobody knows if there were injuries to their persons. The Respondents, our alleged attorneys did not protect our interest or money from "waste." Once they received the money, they abandoned Plaintiffs. Lockwood v. Beasley seeks to stop the abandonment.

[HERE] where there is no known injury in fact of causation to Plaintiffs persons, or where no lawsuit has ripened as yet, there is nothing to negotiate, (Appendix 109a), on these gifts. The Aug., 8/31/07 Court Order... is purporting only a free to all money without releases on them that *Julius Chambers* sent out is not the congressional standards of intent. Injury in fact is a standard and should not be (waived). Free money without blood test results, no release on check, *Julius LaVonne Chambers @ Evidence (Appendix 109a) evidence*, no detriment, no consideration, no release on check or other instrument. The 8/31/07 - Court Order is self-serving and self-dealings. Third Party Standing advancely

allows and points out that the appointment of *Julius LaVonne Chambers* by Judge Clemon was an abuse of discretion, abuse of process; to which under client-attorney Respondents failed to keep Plaintiffs informed every step of the way and did not protect the public interest as they have implied in law they would do.

Consequently, any legal administration or administrator which states, "You *must* cash your $500.00 checks," where there are no known detriments. (Example: No blood tests were performed.) These were deemed to be gifts and a waste of the Petitioner's and third party standings' money; constitutionally, Van Lockwood has third party standing.

> A lien is a claim encumbrance on payment for some foreseeable debt, obligation, or duty or property constructive trust, e.g., equitable lien is defined as a security for a debt duty, or other obligation. A lien is a tie that binds property or money expected to a claim of satisfaction acquired by contract or by operation of law.

On July 1, 2004 in the original Court in Case Number 1:04-CV-1405-KOB enjoining Jere Beasley, J. Gregg Allen, and their employee or agent, William G. O'rear, Jr., Lockwood sought an equitable lien and constructive trust on all monies, investments, or growths on breach of forbearance and promissory estoppel.

Please see record excerpts and supplemental brief filings, May 21, 2008 and other (disclosed)

evidence proof filings at the lower Courts before and thereafter Appendix 1, 8" x 11 ½" paper, which is at best the prime direct evidence on proof of these filings receipt on reconsideration on 8" x 11 ½" paper. See docket stamps docket(s) date(s) and other record(s) subject matter(s) as to what really happened at the lower Court(s). See: Day. 400 F. 3rd at 1276 (11th Cir.1986, holding that a document is undisputed if its authenticity is not challenged or waivered.

[HERE] a binding relations in this instance is Circuit Court FRAP regulations, in which Van Lockwood is in timely concert with its congressional intent even before the case was dismissed. FRAP 10(e)(1) regulations - *it is the law*! It is up to us to adhere to the intention of the U.S. Congress and General Legislators when problems and challenges arise such as I have experienced. The FRAP 10(e)(1) would have provided opportunity to allow the correctness for even my adversaries. I rest my case. See: Petition, Petitioner and Subject Matter relating to this cause and motion. See: Petitioner's Appendix 111a certified mail sent to Danny Bickell on 8" x 11 ½" paper in binder (voluminous). It is a review of what relief that I seek at this Court and at the lower Courts; it also was drafted and constructed to show jurisdiction to this Court. . . under Rules 23.2 and 23.3 @ this Court and at the Eleventh Circuit Court...by just flipping through the Motion pages, you will find prepaid receipts from District Court signed by Shirley Brown (Alabama) on October 1, 2007, **not** October 10, 2007; Honorable Judges Birch, Barkett, and Dubina thought it was not filed until October 10, 2007. There were clearly FRAP 10(e)(1) problems in October, 2007 that needed corrections.

CERTIFICATE OF SERVICE

A true copy has been placed in the mail to the Respondents this 24th day, October, 2008.

Robert Huffaker
148 Commerce Street
Montgomery, Alabama 36101

RESPECTFULLY SUBMITTED,

Dr Van Lockwood,

DR. VAN LOCKWOOD
PETITIONER

APPENDIXES 109-112
SUPPLEMENTAL BRIEF AND ARGUMENTS

1. Appendix Exhibit 109a

The Alabama State Bar Membership Service Director, Mary Corbitt gives certified proof that the claims administrator, Mr. Julius LaVonne Chambers who was appointed by District Court Judge U.W. Clemon to the administration of these legal proceedings was never a legal representative or a lawyer. Pursuant to Rule 14.1(b), Mr. Julius LaVonne Chambers is hereby supplemented and added to Pg. iv, **LIST OF PARTIES** in the Petitioner's initial petition to this Supreme Court.

2. Appendix Exhibit 110a

The claims administrator's administration legal proceedings policy excerpts, i.e., his..."you MUST cash" policy. Lockwood invoked 3rd Party Standing because the administration policy was too controlling and induced participation on Plaintiffs without legal representation.

APPENDIXES 109-112
SUPPLEMENTAL BRIEF AND ARGUMENTS, CONT.

3. Appendix Exhibit 111a

The U.S. Supreme Court's Certified Mail (green card), Motion To Stay The Application For A Writ Of Certiorari, 8 x 11½ papers, 1 original, 3 copies filed initially to Danny Bickell, May 21, 2008.

4. Appendix Exhibit 112a

Withdrawal of Attorney William G. O'rear,Jr., (proof) that O'rear was with his Principal firm in Montgomery, Alabama (same address) as Agent. O'rear is also an attorney of record for Plaintiff. Nowhere on record does O'rear in **Lockwood v. Beasley** deny on any paper or on the record our "constitutional agreement." We arranged March 7, 2002 and validated it May 29, 2002 into law.

There is no way for the Clemon's Court to "abridge" or to know of what William G. O'rear's **principle** has advised him (O'rear). O'rear's argument could very well be, "yes." "Jere Beasley, you told me to do this...." The records have been sealed and **preserved** for review given the **inherent/apparent authority** of William O'rear. **This case . . . should be over and favor the Petitioner,** Van Lockwood **on the record and for the record.**

ALABAMA STATE BAR
415 Dexter Avenue • Post Office Box 671 • Montgomery, Alabama 36101
Telephone: 334/269-1515 • Fax: 334/261-6310
www.alabar.org

J. Graham Lockwood
P.O. Box 40004
Jacksonville, FL 32203

Dear Mr. Lockwood:

Julius LaVonne Chambers is not now nor has he ever been licensed to practice law in the State of Alabama nor has he been admitted under the Pro Hac Vice rule in Alabama.

Sincerely,

Mary Corbitt

Mary Corbitt
Membership Services Director

mcc

LAWYERS RENDER SERVICE

AMA → Doc.38 District court EXH-1C5 4 Pgs.

ee: Appellant's Comments below in INK Col

Appellant's Ex. G1 11th Cir Case 5

CASE # 05-115 11th Cir

Lockwood Ex A-1 RENAMED oct 1, 2007

CLAIMS ADMINISTRATOR PAYMENT OFFICE
TOLBERT QUALIFIED SETTLEMENT FUND
(MONSANTO/SOLUTIA SETTLEMENT)
Suite 1200
2 North 20th Street
Birmingham, Alabama 35203
(800) 345-0837
www.TOLBERTQSF.com

Blank typing lines not "required" to receive what qualify as "Gifts" or Grants from the Judge A Release of and Grants $500.00 ? was not a

December 9, 2003

Re: Claimant Payments

Dear Claimant:

I am the new Claims Administrator for the Monsanto/Solutia Settlement, having been appointed by the Court on December 2, 2003. As Claims Administrator, one of my duties is to determine how the settlement funds will be divided among the more than 17,000 plaintiffs in the federal court cases (*Tolbert v. Monsanto* and *Oliver v. Monsanto*). I am confident that the process for dividing and paying out the settlement amount will be fair for all, and the Claims Office promises to move as quickly as possible with the final payment distribution.

qualify as G.ifts

In the meantime, however, Judge Clemon has approved an immediate $500 Advance Payment for most persons who are plaintiffs in Tolbert v. Monsanto or Oliver v. Monsanto. This advance payment is for plaintiffs' alleged exposure to PCBs. Adult claimants will be paid shortly after the Claims Office receives your completed and signed Advanced Payment Registration Form. Claimants under age nineteen, on the day the payment check is issued, qualify for the $500 Advance Payment. However, the payment for those under age nineteen will be held in a trust account until the claimant reaches age nineteen, at which time the claimant will receive the Advance Payment, plus interest. Money Freely Given before PCB testing to all persons/C Those → No Detriment = LACKS Consideration NO Re Release mem

Enclosed please find an Advance Payment Registration Form, which you must complete and return to me to qualify for the $500 Advance Payment. The Claims Office anticipates that advance payments will be mailed approximately one week after your Advance Payment Registration Form is processed.

The Claims Office must receive the completed Advance Payment Registration Form no later than March 31, 2004. It is important to understand that completing this form, not only makes you eligible for advance payments, but completion of this form is necessary for you to become eligible for possible future payments. ← Here Expectation is created in the Settlor

This $500 Advance Payment is in addition to any other payment a claimant might qualify to

1. "overbreadth"

(Oct 1, Substituted 2007) Ex A-123 Contains 4 pages Ex G1 - Ex G2 pages 1 of 4

USSC Appendix 110a, Cont. (Doc. 38 District Court)

Doc 38 District court Pg. 1 of 2

CLAIMS ADMINISTRATOR PAYMENT OFFICE
TOLBERT QUALIFIED SETTLEMENT FUND
(MONSANTO/SOLUTIA SETTLEMENT)
Suite 1200
2 North 20th Street
Birmingham, Alabama 35203

Appellant's Ex. G-2

11th C.C.A. Docket
Case # 05-11-572 B

(800) 345-0837
www.TOLBERTQSF.com

February 1, 2004

Re: The Advance Payment Program, Personal Injury Claims, Property Damage Claims and March Town Meetings

Dear Claimant:

This purpose of this letter is to update you about your settlement program.

I. The Advance Payment Program

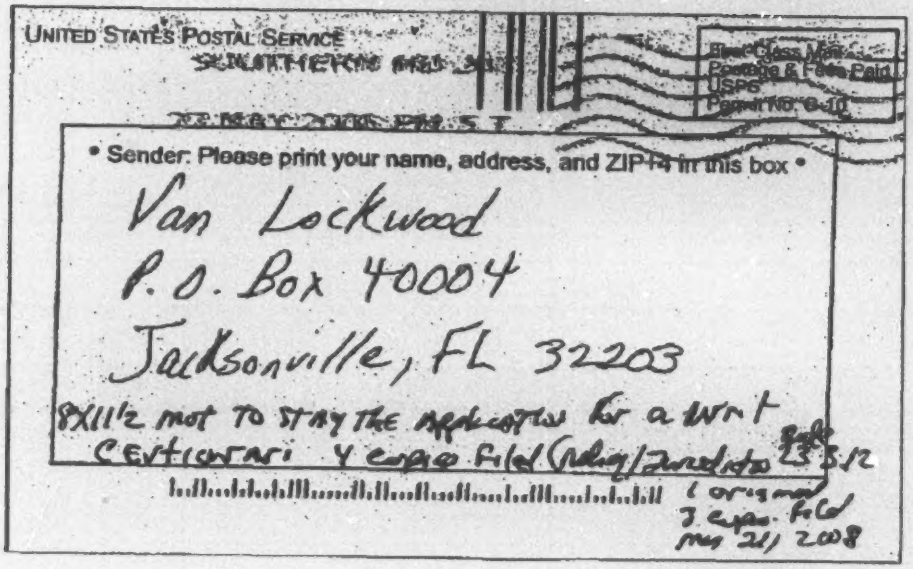
Since we began to receive completed Advance Payment forms around December 9, 2003, we have issued approximately 12,000 Advance Payments to the approximately 14,000 adult claimants who are eligible. We are in the process of issuing the remaining Advance Payments, and hope to complete this process within a few weeks. In issuing the Advance Payments, we have updated the claimant database. Some claimants did not have a social security number on file with us, which we had to obtain before issuing an Advance Payment, others had old addresses, while others had incomplete or missing information. After the Advance Payment program has been completed, we will have an improved claimant database to use in determining and paying additional claimant benefits. If you have not received your Advance Payment, please be patient. There is probably an issue with your claim form or claimant data we need to resolve.

II. Personal Injury Claims

This portion of my letter confirms the steps you must complete to be eligible for a possible personal injury claim payment in addition to your $500 Advance Payment. Factors we may consider in determining personal injury payments may be the PCB blood test, the Registered Nurse interview (described below) and time you lived or worked relative to the Monsanto Plant.

Enclosed, please find a Claimant Personal Injury Form, which you **MUST** complete and return to me by **May 31, 2004**, to qualify for a possible personal injury claim payment in addition to the $500 Advance Payment. **In addition to completing this form, you MUST complete the following steps to be eligible for such a possible additional personal injury claim:**

1. The Claims Office must receive your completed Advance Payment Registration Form (the form for the $500 payment) no later than **March 31, 2004**.
2. You must negotiate (cash or deposit) your $500 Advance Payment check.



UNITED STATES POSTAL SERVICE

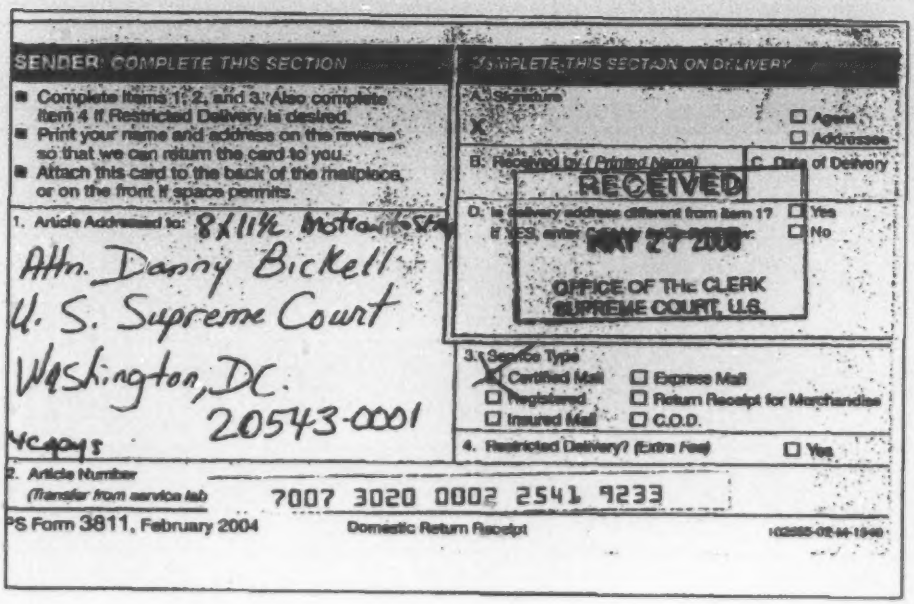
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Van Lockwood
P. O. Box 40004
Jacksonville, FL 32203

8X11½ MOT TO STAY THE APPLICATION for a Writ
CERTIORARI 4 copies Filed (Friday/Tuesday) to 5/12

1 orig. mail
3 copies Filed
May 21, 2008



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: 8X11½ Motion to Stay

Attn. Danny Bickell
U. S. Supreme Court
Washington, DC.
20543-0001

VC4015

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

RECEIVED
MAY 27 2008
OFFICE OF THE CLERK
SUPREME COURT, U.S.

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address here: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service lab) 7007 3020 0002 2541 9233

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

ANTONIA TOLBET, et al, *

Plaintiff *

vs *

MONSANTO COMPANY, PHARMACIA, INC. and SOLUTIA, INC., *

Defendants *

FILED
2005 Mar-24 PM 04:16
U.S. DISTRICT COURT
N.D. OF ALABAMA

CIVIL ACTION NO.:
CV-01-C-1407-S

Motion to Withdraw

William G. O'rear, one of the attorneys of record for Plaintiffs, moves this Honorable Court to allow him to withdraw his counsel in the above matter.

Respectfully submitted this the 24th day of March, 2005.

WILLIAM G. O'REAR, JR. (O'R001)
Attorney for Plaintiffs

William G. O'Rear
100 South Lawrence Street
Montgomery County Courthouse
Montgomery, Alabama 36104
(334) 832-1247

OF COUNSEL: BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.
P.O. Box 4160
Montgomery, Alabama 36103-4160